

# FRIED, FRANK, HARRIS, SHRIVER & JACOBSON

ONE NEW YORK PLAZA • NEW YORK, N.Y. 10004

SAM HARRIS (1947-1980)

\*MILTON R. ACKMAN  
STEPHEN D. ALEXANDER  
JEFFREY BAGNER  
\*FRANKLIN L. BASS  
KENNETH R. BLACKMAN  
LINDA R. BLUMKIN  
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MARC P. CHERNO  
\*AVIVA F. DIAMANT  
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\*ARTHUR FLEISCHER, JR.  
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\*VICTOR S. FRIEDMAN  
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MATTHEW GLUCK  
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\*LESLIE A. JACOBSON

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WILLIAM JOSEPHSON  
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SANFORD KRIEGER  
\*RICHARD O. LOENGARD, JR.  
\*FREDERICK LUBCHER  
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MAYER SIEGEL  
\*LEON SILVERMAN  
\*LEWIS A. STERN  
ALEXANDER R. SUSSMAN  
DAVID E. WEISSBERG

(212) 820-8000

CABLE "STERIC NEW YORK"

TELEX:

W. U. I. 662119

W. U. I. 620223

W. U. DOM 128173

FACSIMILE:

XEROX (212) 269-2643

RAPIFAX (212) 269-2642

WRITER'S DIRECT LINE

(212) 820-8206

May 26, 1983

RECORDATION NO. 8665-U

FILED 1496

MAY 26 1983 11 00 AM No. 3-146A072

INTERSTATE COMMERCE COMMISSION

Date MAY 26 1983

Fee \$ 10.00

ICC Washington, D. C.

BY HAND

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

In accordance with the provisions of 49 U.S.C. § 11303 and the Rules and Regulations of the Interstate Commerce Commission thereunder, we herewith submit to you for filing and recordation three executed counterparts of the following "secondary" document:

(1) Assignment dated as of January 26, 1983, between Richmond Leasing Company and Mercantile National Bank at Dallas.

The above-referenced Assignment relates to the railroad cars described in Exhibit A attached hereto and is filed in connection with an Equipment Trust Agreement (Series 10) dated as of January 19, 1977 and filed with the Interstate Commerce Commission at 1:35 p.m. on January 21, 1977 under Recordation No. 8665.

The address of Richmond Leasing Company is 1700 West Loop South, Suite 1500, Houston, Texas 77027 and of Mercantile National Bank at Dallas is 1704 Main Street, Dallas, Texas 75201.

3 KING'S ARMS YARD  
LONDON, EC2R, 7AD ENGLAND  
(01) 600-1541  
TELEX 887606  
CABLE "TOLOND LONDON EC2"  
FACSIMILE:  
(01) 606-9416

JERRY L. SMITH  
RESIDENT PARTNER

FRIED, FRANK, HARRIS, SHRIVER  
& KAMPELMAN

600 NEW HAMPSHIRE AVE., N.W.

WASHINGTON, D.C. 20037

(202) 342-3500

TELEX: W. U. 892406

FACSIMILE (202) 337-5867

\*RICHARD B. BERRYMAN  
DAVID E. BIRENBAUM  
JAMES B. BLINKOFF  
JOHN T. BOESE  
MILTON EISENBERG  
\*JOEL R. FEIDELMAN  
HAROLD P. GREEN  
HENRY A. HUBSCHMAN  
\*MAX M. KAMPELMAN  
JAY R. KRAEMER  
KENNETH S. KRAMER

\*ARTHUR LAZARUS, JR.  
FRANCIS J. O'TOOLE  
HARVEY L. PITT  
MELVIN RISHE  
MARCUS A. ROWDEN  
\*RICHARD SCHIFTER  
JAMES H. SCHROPP  
SARGENT SHRIVER  
LAWRENCE R. SIDMAN  
\*DANIEL M. SINGER  
W. RICHARD WEST, JR.  
LEONARD ZAX

\*MARTIN D. GINSBURG  
STUART R. REICHAUT  
PAUL SHNITZER  
COUNSEL

\*A DISTRICT OF COLUMBIA PROFESSIONAL CORPORATION

RECEIVED  
MAY 26 10 51 AM '83  
FEE OPERATION BR.

Counterpart -  
W. Eric Baller

Ms. Agatha L. Mergenovich

-2-

May 26, 1983

We have enclosed a check to cover the recordation fee. Please return the executed counterparts not required for recordation and the duplicate copies of this letter enclosed herein, with the appropriate filing and recordation data noted thereon, to our representative delivering this letter and the aforementioned enclosures to you.

Sincerely yours,



Jay M. Dorman

JMD:je

Enclosures

Exhibit A

<u>Quantity and Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
3 tank cars	105A300W	34,000	RTMX 3538, 3547 3548
3 tank cars	105A300W	33,500	RTMX 3616, 3618 3624
4 tank cars	105A300W	34,000	RTMX 3536, 3541 3545, 3553
5 tank cars	105A300W	33,750	RTMX 3461, 3463 3465, 3468 3469
16 tank cars	111A100W1	16,000	RTMX 1614-1629
10 tank cars	105A300W	33,750	RTMX 3590-3599
14 tank cars	105A300W	33,750	RTMX 3470-3483
3 tank cars	111A100W3	23,500	RTMX 2463, 2471 2474
4 tank cars	111A100W5	20,800	RTMX 2671-2674
30 tank cars	105A300W	33,750	RTMX 3560-3589
6 tank cars	105A300W	34,000	RTMX 3540, 3546 3549, 3552 3557, 3559
82 tank cars	105A300W	34,000	RTMX 3600-3615 3617 3619-3623 3625-3684

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**OFFICE OF THE SECRETARY**

Jay M. Dorman  
Fried, Frank, Harris,  
Shriver & Jacobson  
One New York Plaza  
New York, N. Y. 10004

May 26, 1983

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/26/83 at 11:00AM, and assigned re-recording number(s). 8665-U

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 8665-U FILED 1425

MAY 26 1983 - 11 02 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

ASSIGNMENT, dated as of January 26, 1983, by and between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association incorporated and existing under the laws of the United States, acting as Trustee under the Trust Agreement as hereinafter defined (the "Trustee"), and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware, as debtor and debtor in possession (the "Company").

WHEREAS, the Company sold, transferred and delivered to the Trustee certain railroad equipment (the "Trust Equipment") pursuant to an Equipment Trust Agreement, Series 10, dated as of January 19, 1977, as amended and supplemented to date (the "Trust Agreement"), pursuant to which there were issued Trust Certificates in the aggregate original principal amount of \$10,000,000 (the "Trust Certificates");

WHEREAS, title to such Trust Equipment is vested in the Trustee and such Trust Equipment is leased to the Company under the Trust Agreement;

WHEREAS, the Company has entered into one or more subleases of the Trust Equipment described in Exhibit "A" hereto (the "Leases");

WHEREAS, pursuant to the Trust Agreement, the Company is required to grant to the Trustee an assignment of and a security interest in and to the Leases and other collateral described below as security for the payment and performance of the Company's lease of the Trust Equipment provided for in the Trust Agreement;

WHEREAS, on January 7, 1983, the Company filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101 et. seq., in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), and the Company was authorized by the Bankruptcy Court as of that date to operate its business as a debtor in possession;

WHEREAS, on January 13, 1983, the Bankruptcy Court issued an order, among other things, authorizing the Company to assume the Trust Agreement, which order has become final and nonappealable; and

WHEREAS, the Company has executed and delivered an agreement providing for such assumption;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

Subject to the rights of lessees under Leases, the Company hereby assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the

Trust Agreement (i) all of the Company's right, title and interest as lessor in, to and under the Leases described in Exhibit A hereto together with all rights, powers, privileges, and other benefits of the Company as lessor under the Leases in respect of the related units of Trust Equipment, including but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and, in addition, (ii) all the Company's right to receive and collect all per diem mileage or other payments now or hereafter to become payable to the Company in respect of such Trust Equipment, whether under or pursuant to the provisions of any of the Leases or otherwise; provided, however, that until the happening of an Event of Default (as such term is defined in the Trust Agreement) other than an Event of Default arising by reason of (i) the pending chapter 11 case of the Company or (ii) Section 6.01(d) of the Trust Agreement during the time the Company is in chapter 11, which the Trustee, at the direction of the holder of all outstanding Trust Certificates, has heretofore waived, the Trustee shall not collect or receive any of such rentals or other payments or take any other action in respect hereof. The Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make other assignment of the Leases or the rentals or the

payment payable to or receivable by the Company under any of the Leases.

It is expressly agreed that the assignment made and security interest granted herein applies only to the Leases (and any right, title, interest, power, and privilege of the Company as lessor thereunder) insofar as such Leases cover or otherwise apply to the rail cars described in Exhibit A hereto and any rail cars substituted as replacements for the rail cars described in Exhibit A hereto (but does not apply to any rail cars added to such Leases as additional and not replacement rail cars).

It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of lessees under the Leases, and that the Trustee, so long as any such lessee is not in default under its Lease, shall not interfere with the rights of peaceful and undisturbed possession of such lessee in and to any of the Trust Equipment in accordance with the terms of such Lease.

In addition to, and without in any way limiting, the powers conferred upon the Trustee by Sections 6.01 and 6.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement) other than an Event of Default arising by reason of (i) the pending chapter 11 case of the Company or (ii) Section 6.01(d) of the Trust Agreement during the time the Company is in chapter 11,



which the Trustee, at the direction of the holder of all outstanding Trust Certificates, has heretofore waived, and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem mileage or other payments to which the Company is or may become entitled in respect of the Trust Equipment and (ii) enforce compliance by lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases.

The Assignment made by this instrument is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify, the liability of the Company under any Lease or otherwise, it being understood that, notwithstanding any assignment, any obligations of the Company under any Lease or otherwise shall be and remain enforceable against and only against the Company.

The Assignment made by this instrument shall continue in full force and effect until the full discharge and satisfaction of the Company's obligations under the lease provided for in an Equipment Trust Agreement dated as of

September 15, 1980 (the "Series 15 Trust Agreement") between Mercantile National Bank at Dallas, as trustee under the Series 15 Trust Agreement (herein, in such capacity, the "Series 15 Trustee"), and the Company, and the Leases and other collateral hereby assigned to the Trustee may be reassigned by the Trustee to the Series 15 Trustee effective upon the termination of the lease provided for in the Trust Agreement. Upon the full discharge and satisfaction of the Company's obligations under the lease provided for in the Series 15 Trust Agreement, the assignment made by this instrument shall terminate and all rights, title and interest of the Trustee and/or the Series 15 Trustee as assignee hereunder in and to any Lease or any payments in respect of the Trust Equipment shall revert to the Company.

The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee pursuant to the provisions of this instrument for any rentals or per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of any Lease or otherwise, or to enforce any provisions of any Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever.

Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the

benefit of the parties hereto and their respective successors and assigns.

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed to (a) in the case of the Company, 1700 West Loop South, Suite 1500, Houston, Texas 77027, Attention: President, or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (b) in the case of the Trustee, 1704 Main Street, Dallas, Texas 75201, Attention: Trust Officer, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication.

This Agreement may be executed in counterparts each of which shall be deemed to be an original and all of such counterparts together constitute but one and the same instrument.

The provisions of this Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals duly attested to be hereunto affixed as of the day and year first written.

MERCANTILE NATIONAL BANK  
AT DALLAS

(SEAL)

ATTEST:

*M. Patterson*

By *Anna Eld*  
Trust Officer  
ASSISTANT VICE PRESIDENT

RICHMOND LEASING COMPANY,  
Debtor and Debtor in  
Possession

(SEAL)

ATTEST:

*A. Lankford*

By *James W. Hall*  
President

STATE OF TEXAS                    )  
  :     ss:  
COUNTY OF DALLAS                )

BEFORE ME, the undersigned authority, on this day personally appeared Dona Elder, to me personally known, who, being by me duly sworn, says that [s]he is a Asst. Vice President of MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of March, 1983.

Bobbie Ann Gay  
Notary Public in and for  
Dallas County, Texas

STATE OF TEXAS                    )  
  :  
COUNTY OF HARRIS                )

BEFORE ME, the undersigned authority, on this day personally appeared James W. Jackson, President of RICHMOND LEASING COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of March, 1983.

Jan Leavelle  
Notary Public in and for  
Harris County, Texas

## EXHIBIT A

### Existing Leases

1. Tank Car Lease and Service Contract dated June 18, 1977 and Rider Number 005 dated September 14, 1981 by and between Richmond Leasing Company and Aeropres Corporation, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
3	34,000 gallon DOT 105A300W	RTMX 3538, 3547, 3548

2. Tank Car Lease and Service Contract dated July 31, 1978, Rider 001 dated July 31, 1978 and Addendum Number 1 to Rider 001 dated April 7, 1982 by and between Richmond Leasing Company and Air Products & Chemicals, Inc., covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
3	33,500 gallon DOT 105A300W	RTMX 3616, 3618, 3624

3. Tank Car Lease and Service Contract dated September 29, 1982 and Rider 001 dated September 29, 1982 by and between Richmond Leasing Company and Apex Oil Company, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	34,000 gallon DOT 105A300W	RTMX 3536, 3541, 3545, 3553

4. Tank Car Lease and Service Contract dated March 30, 1976 and Rider 027 dated April 1, 1982 by and between Richmond Leasing Company and Exxon Chemical Company, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
5	33,750 gallon DOT 105A300W	RTMX 3461, 3463 3465, 3468, 3469

5. Tank Car Lease and Service Contract dated January 9, 1976 and Rider 005 dated September 1, 1982 by and between Richmond Leasing Company and Hooker Chemical Properties, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
16	16,000 gallon DOT 111A100W1	RTMX 1614-1629

EXHIBIT A  
Existing Leases

- 2 -

6. Tank Car Lease and Service Contract dated December 8, 1976, Rider 001 dated December 8, 1976, Rider 002 dated December 8, 1976 and Addendum to Rider 001 dated May 1, 1980 by and between Richmond Leasing Company and Husky Oil Company, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	33,750 gallon DOT 105A300W	RTMX 3590-3599

7. Tank Car Lease and Service Contract dated October 13, 1976, Rider 001 dated October 13, 1976, Rider 002 dated October 13, 1976 and Addendum Number 1 to Riders 001 and 002 dated July 9, 1982 by and between Richmond Leasing Company and ICI United States, Inc., covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
14	33,750 gallon DOT 105A300W	RTMX 3470-3483

8. Tank Car Lease and Service Contract dated November 8, 1976, Rider 006 dated March 28, 1978, Rider 6A dated March 28, 1978 and Amendment Number 1 dated August 1, 1982 by and between Richmond Leasing Company and Mobay Chemical Corporation, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
3	23,500 gallon DOT 111A100W3	RTMX 2463, 2471, 2474

9. Tank Car Lease and Service Contract dated June 15, 1976 and Rider 010 dated July 1, 1981 by and between Richmond Leasing Company and PPG Industries, Inc., covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	20,800 gallon DOT 111A100W5	RTMX 2671-2674

10. Tank Car Lease and Service Contract dated December 30, 1976, Rider 001 dated December 30, 1976, Rider 002 dated December 30, 1976 and Rider 003 dated February 28, 1977 by and between Richmond Leasing Company and Terra Chemicals International, Inc., covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
30	33,750 gallon DOT 105A300W	RTMX 3560-3589

EXHIBIT A  
Existing Leases

- 3 -

10. (continued)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	34,000 gallon DOT 105A300W	RTMX 3894-3897

11. Tank Car Lease and Service Contract dated September 28, 1982 and Rider 001 dated September 28, 1982 by and between Richmond Leasing Company and Trio Energy Company, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
6	34,000 gallon DOT 105A300W	RTMX 3540, 3546, 3549, 3552, 3557, 3559

12. Tank Car Lease and Service Contract dated December 20, 1976, Rider 001 dated December 20, 1976 and Rider 002 dated December 20, 1976 by and between Richmond Leasing Company and Allied Chemical Corporation all as assigned to Union Texas Petroleum Corporation a wholly owned subsidiary of Union Texas Petroleum, Inc., an Allied Company by letter of assignment dated December 30, 1982, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
82	34,000 gallon DOT 105A300W	RTMX 3600-3615, 3617, 3619-3623, 3625-3684